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September 27, 2006

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval to Remove CenturyTel's, previously approved, 13-State Superseding Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and CenturyTel Acquisition, LLC d/b/a KMC Telecom Inc.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and CenturyTel Acquisition, LLC d/b/a KMC Telecom Inc. hereby request approval, pursuant to 47 U.S.C. 252, to remove CenturyTel's, previously approved, 13-State Superseding Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and CenturyTel Acquisition, LLC d/b/a KMC Telecom Inc.

I have been authorized by CenturyTel Acquisition, LLC d/b/a KMC Telecom Inc. to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

CenturyTel Acquisition, LLC d/b/a KMC Telecom Inc.
Ron Johnson
Carrier Relations Manager
100 CenturyTel Drive
Suite 3-S
Monroe, LA 71203
Tel: 318-340-5588
Fax: 318-340-5381

Sincerely,

Jim Jermain

Enclosure

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
WISCONSIN BELL, INC. d/b/a AT&T WISCONSIN
AND
CENTURYTEL ACQUISITION D/B/A KMC TELECOM III**

This Amendment is entered into by and between AT&T Operations, Inc. on behalf of and as agent for Wisconsin Bell, Inc. d/b/a AT&T Wisconsin¹ ("AT&T Wisconsin") and CenturyTel Acquisition d/b/a KMC Telecom III ("CLEC").

WHEREAS, AT&T Wisconsin and CLEC entered into an interconnection agreement pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended, and such agreement was approved by the Public Service Commission of Wisconsin in the state of Wisconsin (referred to as "Agreement");

WHEREAS, the Parties agree to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the ICA and in this Amendment, the Agreement is hereby amended as follows.

- (1) The Amendment Superseding Certain Compensation, Interconnection and Trunking Provisions, currently incorporated into the Agreement and all references to this amendment, are hereby removed from the Agreement in its entirety.
- (2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED.
- (4) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by either Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: Verizon v. FCC, et. al, 535 U.S. 467 (2002); USTA v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, USTA v. FCC, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in WorldCom, Inc. v. FCC, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including this and any other amendments to the Agreement), AT&T-Wisconsin shall have no obligation to provide UNEs, combinations of UNEs, combinations of UNE(s) and CLEC's own elements or UNEs in commingled arrangements beyond those required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders. Further, neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement and this Amendment constitute an agreement or

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges, WC Docket No. 02-361 (rel. April 21, 2004).. "The Parties acknowledge and agree that AT&T Wisconsin has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Wisconsin and as of the date of that election by AT&T Wisconsin, the FCC Plan shall apply to this Agreement, as more specifically provided in this Agreement and/or any Amendments to this Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and this Amendment and/or otherwise affects the rights or obligations of either Party that are addressed by the Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

- (5) This Amendment shall be filed with and is subject to approval by the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 20th day of September, 2006 by AT&T Wisconsin signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

CenturyTel Acquisition, LLC d/b/a KMC Telecom III Wisconsin Bell Inc. d/b/a AT&T Wisconsin by AT&T
Operation, Inc., its Authorized Agent

By: 

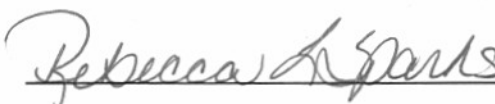
Printed: Ron Johnson

Title: Carrier Relations Manager

Date: 9/13/06

FACILITIES-BASED OCN # 7588

ACNA KMM

By: 

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 9-20-06